

A RESOLUTION

BY

A large, stylized handwritten signature in black ink, likely belonging to the Mayor, is written over the word "BY".

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) FOR THE OPERATION OF THE PUBLIC PARKING FACILITIES AT UNDERGROUND ATLANTA; TO RESCIND CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, the Agreement for the operation and management of the Public Parking Facilities at Underground Atlanta has expired; and

WHEREAS, the City wishes to contract with the Downtown Development Authority (DDA) for the operation and management of said parking facilities; and

WHEREAS, the DDA is interested and capable of operating and managing said parking facilities; and

WHEREAS, pursuant to Article 9, § 2, ¶ 3 (a)(11) of the 1983 Georgia Constitution, cities are empowered to own and operate parking facilities; and

WHEREAS, pursuant to O.C.G.A. §36-42-8(5), downtown development authorities are authorized to operate and manage parking facilities; and

WHEREAS, such intergovernmental agreements are authorized by Article 9, §3, ¶1 of the 1983 Georgia Constitution and O.C.G.A. §36-42-8(10);

**THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES
AS FOLLOWS:**

SECTION 1: The Mayor is hereby authorized to execute an Agreement with the Downtown Development Authority (DDA) for the operation and management of the Public Parking Facilities at Underground Atlanta.

SECTION 2: The terms and conditions for said Agreement shall be as follows for a period of one (1) year after the effective date of the Agreement, with new terms to be negotiated for a contract period of five (5) years thereafter, said renegotiated terms begin subject to approval by the City Council:

(a) It shall be the responsibility of the DDA to collect, count, record and deposit all gross receipts with the City's Treasury Division on a daily basis.

(b) The Agreement shall provide for a monthly payment by the City to the DDA to provide reimbursement for direct operating costs and a base management fee in the amount of Two Thousand Two Hundred Fifty Dollars and No Cents (\$2,250.00) per month.

(c) The City also agrees to pay an incentive fee to the DDA that is equal to three percent (3%) of net profits in excess of One Million One Hundred Thousand Dollars and No Cents, annually.

(d) DDA shall further agree to adhere to all of the terms and conditions of that certain Management Contract For Public Parking Facilities At Underground Atlanta dated

June 1, 1989 between the City of Atlanta and Parking Company of America, Inc.

(e) In furtherance of the obligation of the DDA to operate and manage the Parking Facilities, the DDA agrees to use its best efforts to cause the Parking Facilities to be operated and managed in accordance with the following requirements:

(i) Operate and maintain the Parking Facilities in a first class manner, consistent with the operation of other parking garage facilities appurtenant to first class residential projects in Atlanta, Georgia and at a level consistent with a high quality urban retail specialty project.

(ii) Operate, employ and staff the Parking Facilities 24 hours per day, 7 days per week, 365 days per year with such competent personnel as may be required to continuously operate the Parking Facilities in a first class manner consistent with the operation of other parking garage facilities appurtenant to first class residential projects in Atlanta, Georgia, and at a level consistent with a high quality urban retail specialty project, including, but not limited to, the employment of an on-site manager at the Parking Facilities with full authority and responsibility to manage, operate and maintain the Parking Facilities and handle emergencies occurring therein.

(iii) Purchase all necessary supplies and operating equipment as needed for the operation of the Parking Facilities.

(iv) Attend to the maintenance and repair of all automatic parking equipment, signage and lighting fixtures (including bulb replacement), and provide all other customary repair and maintenance necessary in connection with the operation of the

Parking Facilities in the ordinary course of business.

(v) Assure the maintenance of the Parking Facilities, employee washrooms, elevators, elevator lobbies, parking management offices, and other areas of the Parking Facilities for the visitors, guests, customers and patrons in a clean, neat and attractive condition.

(vi) Operate the Parking Facilities in compliance with all applicable state, federal, and municipal laws, rules and ordinances.

(vii) Provide or perform daily maintenance and custodial and housekeeping services for the Parking Facilities including, but not limited to, the removal of paper, debris and litter, bottles, cans and broken glass, clean up of spills and other liquid matter or waste, and emptying of trash receptacles as needed.

(viii) Inspect daily all floors, walls, doors, equipment, cabinets and enclosures, windows, stairs, landings, railings, elevators and other areas in the Parking Facilities subject to dirt and soil accumulation and clean as necessary using recommended detergents and commercial cleaning agents customarily used for this purpose. Surfaces in the Parking Facilities requiring washing, polishing, or oil application are to be treated no less than monthly or as frequently as needed to preserve a clean and well-maintained appearance.

(ix) Power sweep or mechanically scrub the entire floor area of the Parking Facilities on a monthly basis to maintain a clean, well-maintained facility.

(x) Enter into and pay for all maintenance contracts on the parking equipment

including, but not limited to: automatic gate arms, ticket dispensers, fee computer, automatic doors, overhead grills and other equipment of the Parking Facilities. Pay for and maintain contracts for elevator maintenance and life safety/security systems.

(xi) Promptly and efficiently process all parking patrons into and out of the Parking Facilities. Make every effort to avoid the queuing of automobiles at any entrance or exit.

(xii) Remove or cause to be removed any graffiti or other unauthorized display or sign which may appear anywhere within or on any portion of the Parking Facilities.

(xiii) Act in a prudent fashion with careful attention to on-site security and provide not less than ____ (or such other number as may be hereafter mutually agreeable with the City, CV Underground, LLC and Lofts at Underground, LLC (Developer) (or any association to which the rights of Developer hereunder may hereafter be assigned) security personnel to patrol the Parking Facilities on a 24 hours per day, 7 days per week, 365 days per year basis.

(xiv) Cooperate with the security personnel of CV Underground, LLC which shall include permitting CV Underground, LLC to place, at its expense, security cameras and other equipment in the Parking Facilities, which cameras and other equipment will be maintained and operated at the cost and expense of CV Underground, LLC.

(xv) Install additional lighting in the Parking Facilities at such locations as CV Underground, LLC shall reasonably require.

SECTION 3: DDA may subcontract or assign its interests as may be contained in said proposed Agreement to an entity which is committed to (1) the development of residential units at Underground Atlanta; and (2) the investment of a minimum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) in infrastructure improvements to Underground Atlanta in the form of enclosure of the Upper Alabama Street area, climate control of the Upper Alabama area and construction of additional escalator connections to the Lower Alabama Street area.

SECTION 4: The City Attorney is hereby requested to prepare an appropriate contractual agreement for execution by the Mayor, to be approved by the City Attorney as to form.

SECTION 5: The Agreement authorized hereby shall not become binding on the City and the City shall incur no liability upon same until said Agreement has been executed by the Mayor and delivered to the DDA.

SECTION 6: All resolutions or parts of resolutions in conflict herewith are hereby rescinded.

#45

01-R-1474

(Do Not Write Above This Line)

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- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☒ PERSONAL PAPER REFER

Date Referred

9/4/01

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred to _____

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

FINAL COUNCIL ACTION

- ☐ 2nd ☐ 1st & 2nd ☐ 3rd
- Readings
- ☐ Consent ☐ V Vote ☐ RRC Vote

CERTIFIED

MAYOR'S ACTION